



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000.01 UP TO \$24,999.99**

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

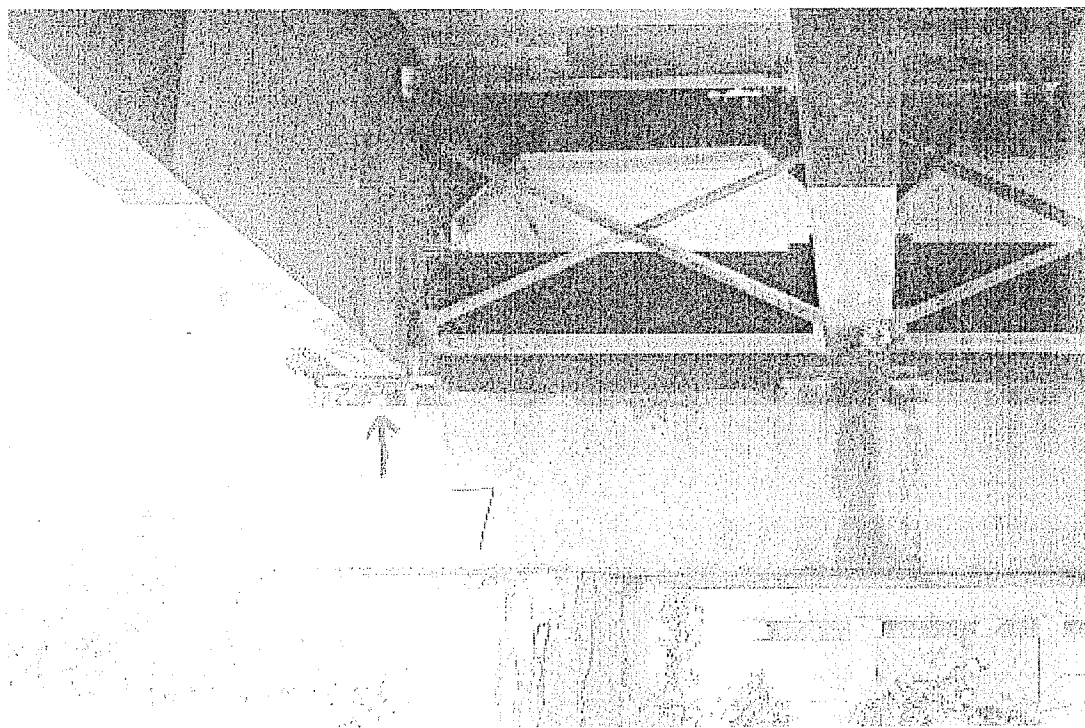
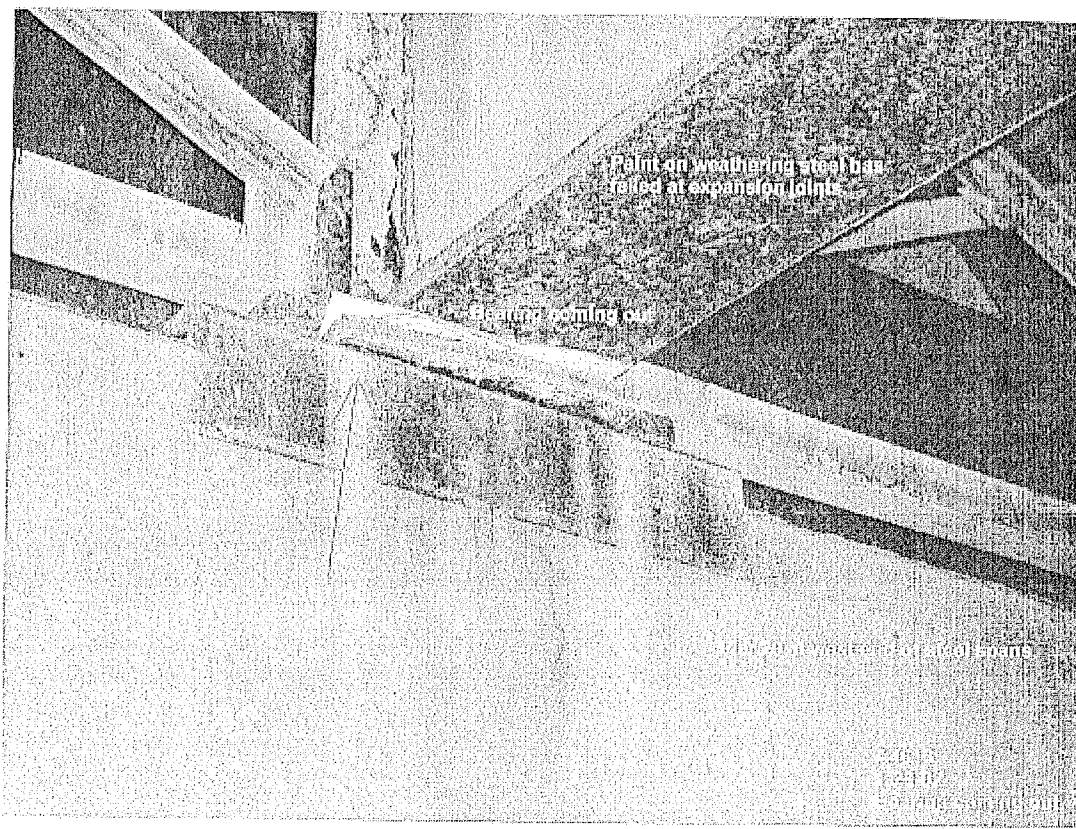
TODAY'S DATE: JULY 31, 2008	QUOTE DUE BY (DATE AND TIME): AUGUST 07, 2008 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE DELIVERED: AUGUST 21, 2008	QUOTATION # D209-007-RE THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: BETTY DWIGGINS SENIOR GENERAL SERVICES TECHNICIAN PHONE NUMBER: (660)-385-8246 FAX: (660) 385-1707
District Mailing Address: (RFQ responses may be faxed) Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Delivery Location(s): Special Crews Building 26826 US Hwy 63, Macon, MO 63552 Rt. 63 – 0.3 miles south of Rt. DD

ALL QUOTES SHOULD BE EXTENDED & TOTALED. DELIVERY TIME SHOULD BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
2	Pads	PTFE Bearing Pads for Bridge Structures: Bearings shall be 70 Durometer Neoprene Pads for Bents No. 7, No. 19 and No. 31. Prestressed Girders and Bents No. 4 and No. 7 plate girders. Attachments and Specifications is on page 2, 3, 4, 5, 6 and 7.			
TOTAL ORDER EXTENSION					

VENDOR NAME:

(Please enter your company name in this block)



SECTION 1038

BEARING PADS FOR STRUCTURES

1038.1 Scope. These specifications cover elastomeric bearing pads of neoprene, of rubber and fabric and of rubber and fiber. Elastomeric bearing pads shall include plain bearings, consisting of elastomer only, and laminated bearings, consisting of layers of elastomer restrained at their interfaces by beaded laminates.

1038.2 Acceptance. All material will be accepted on the basis of the required certification and testing required by the engineer.

1038.3 Elastomeric Bearing Pads.

1038.3.1 Material. The elastomer shall be 100 percent virgin chloroprene (neoprene) compound meeting the requirements shown below. The pad shall be of the Durometer Grade specified on the plans. If test specimens are cut from the finished product, a 10 percent variation in "Physical Properties" will be allowed.

ASTM Standard	Property	Durometer Grade		
		50	60	70
D 2240	Hardness	50 ± 3	60 ± 5	70 ± 5
D 412	Tensile Strength, psi (MPa), minimum	2500 (17.2)	2500 (17.2)	2500 (17.2)
D 412	Ultimate Elongation, percent, min	400	350	300
D 573 70 hrs @ 212 F (100 C)	Heat Resistance Change in Durometer Hardness, points, max Change in Tensile Strength, percent, max Change in Ultimate Elongation, percent, max	+15 -15 -40	+15 -15 -40	+15 -15 -40
D 395, Method B	Compressive Set 22 hrs at 212 F (100 C), %, max	35	35	35
D 1149	Crane 100 ppm ozone in air by volume, 20 % strain 100 ± 2 F (37.7 ± 1 C), 100 hrs, mounting procedure ASTM D 513 Procedure A	No Cracks	No Cracks	No Cracks
D 429, Method II	Adhesion Bond made during vulcanization, lb/inch (N/m)	40 (7.010)	40 (7.010)	40 (7.010)
D 746, Procedure B	Low Temperature Test Brittleness at -40 F (-40 C)	No Failure	No Failure	No Failure

1038.3.2 Laminates. Laminates shall be cold rolled sheets in accordance with ASTM A 1008 or hot rolled steel sheets in accordance with ASTM A 1011 with a minimum grade of 36 (250).

1038.3.3 Manufacturing Requirements. Shop drawings for laminated neoprene bearings pad assemblies shall be prepared and submitted to Bridge for approval in accordance with Sec 1030.3.2. Shop drawings will not be required for plain neoprene bearing pads or laminated neoprene bearing pads without a steel side plate. Cut edges shall be at least as smooth as

ANSI 250 (5 mil) finish. Unless otherwise shown on the plans, all components of a laminated bearing shall be milled together into an integral unit, and all edges of the laminations shall be covered by a minimum of 1/8 inch (3 mm) of elastomer except at laminate restraining devices and around holes that will be entirely closed on the finished structure. The laminated neoprene bearings and assembly steel sole plate shall be bonded by vulcanization to the laminated neoprene pad to provide a homogeneous bond free of air and moisture pockets. The following values shall be met under laboratory testing conditions of full size bearings:

(a) Compressive strain of any layer of an elastomeric bearing shall not exceed seven percent at 200 psi (1.35 MPa) average unit pressure or at the design dead load plus live load pressure, if so indicated on the plans.

(b) Shear resistance of the bearing shall not exceed 50 psi (345 kPa) for 50 diameter, 75 psi (520 kPa) for 60 diameter or 110 psi (763 kPa) for 70 diameter compounds at 75 percent strain of the total effective elastomer thickness after an extended 4-day ambient temperature of -20 F (-29C).

1038.3.4 The manufacturer shall proof load each laminated neoprene bearing with a compressive load of 1,500 psi (10.34 MPa) on the bearing area. The bulging pattern shall not indicate improper laminate placement or poor laminate bond. No more than two separate surface cracks with a width of 0.03 inches [2 mm] and a depth of 0.05 inches (2 mm) will be permitted.

1038.4 Type "N" Polytetrafluoroethylene (PTFE) Bearings.

1038.4.1 Type "N" PTFE bearings shall be either fixed units or expansion units having sliding surfaces of mirror stainless steel against PTFE material. Shop drawings for type "N" PTFE bearings shall be prepared and submitted to Bridge for approval in accordance with Sec 1080.3.2. The PTFE sliding bearings shall consist of a steel sole plate with a welded upper element of stainless steel bearing on a lower element consisting of a layer of PTFE material bonded to a stainless steel plate that shall be bonded to the neoprene elastomeric pad. The surface of the stainless steel plate shall be protected from weld splatter during the welding procedure.

1038.4.2 The stainless steel sheet for the top and bottom elements of sliding bearings shall be Type 304 in accordance with ASTM A 240. The finished stainless surface of the top element shall be a plane within a tolerance of 1/32 inch (0.8 mm), polished sufficiently to meet the friction requirement in Sec 1038.4.6.1, and shall be comparable to a No. 3 mirror finish as established by the American Iron and Steel Institute Committee of Stainless Steel Producers "Finishes for Stainless Steel" at the completion of fabrication.

1038.4.3 Neoprene elastomeric pads shall be in accordance with Sec 1038.3.

1038.4.4 The PTFE material shall be 100 percent virgin PTFE fluorocarbon resin, unfilled or filled with fiberglass reinforcement to minimize the cold flow tendencies while maintaining the friction properties of the PTFE fluorocarbon resin. The amount of filler by weight of filled PTFE sheet shall be no more than 15 percent. The finished material shall exhibit the following physical properties:

Requirement	Test Method	Filled Value	Unfilled Value
Tensile Strength, psi (MPa)	ASTM D 638	2000 (13.8), min	-
	ASTM D 2256	-	1800 (12.3), min
Elongation, Percent	ASTM D 638	150, min	-
	ASTM D 2256	-	200, min
Melting Point	ASTM D 4895	621 \pm 18 F (327 \pm 10 C)	623 \pm 2 F (328 \pm 1 C)
Specific Gravity	ASTM D 4895	2.20 \pm 0.03	2.16 \pm 0.03

1038.4.5 The PTFE sheet shall be bonded to the stainless steel with epoxy bonding material designated by the manufacturer as compatible with the PTFE sheet and stainless steel and be able to withstand the temperatures of vulcanization. The stainless steel shall then be bonded by vulcanization to the neoprene elastomer to provide a homogeneous bond free of air and moisture pockets.

1038.4.6 Circular specimen from the sliding bearing, consisting of a bottom element and a compatible top element no less than the smaller of the bearing area of 7 x 7 inches (178 mm x 178 mm) shall be tested by the manufacturer.

1038.4.6.1 The specimen shall be loaded to 800 psi (5.51 MPa) compression at 68 F \pm 2 F (20 C \pm 1 C) and subjected to 100 cycles of one inch (25 mm) of horizontal movement each way from center at a rate of 2.5 inches (63 mm) per minute. The breakaway friction coefficient shall be computed for each direction of each cycle, and the breakaway friction coefficient mean and standard deviation shall be computed for the sixth through twelfth cycles. The initial static breakaway coefficient of friction for the first cycle shall not exceed twice the design coefficient of friction. The maximum coefficient of friction for all subsequent cycles shall not exceed the design coefficient of friction. Failure of a single sample shall result in rejection of the entire lot. Following the test, the breakaway coefficient of friction shall be determined again and shall not exceed the initial value. The bearing shall show no signs of bond failure or other defect.

1038.4.6.2 A minimum of one test for sliding bearings shall be performed for each lot of bearings.

1038.5 Rubber and Fabric Pads.

1038.5.1 Rubber and fabric bearings pads shall be manufactured of new material and be composed of multiple layers of prestressed cotton duck material weighing no less than 8.1 ounces per square yard (0.2746 kg/m²). The duck warp count shall be 50 threads plus or minus one thread per inch (25 mm) and filling count 40 threads plus or minus two threads per inch (25 mm), each with two yarns per thread. The finished pads shall have 64 plies per inch (25 mm) of thickness. The duck material shall be impregnated and bound with a high quality rubber compound containing rot and mildew inhibitors and anti-oxidants, compounded into resilient pads of uniform thickness.

1038.5.2 The pads shall withstand compressive loads perpendicular to the plane of laminations of no less than 10,000 psi (69 MPa) without separation of bond or detrimental deformation. Load deflection properties, determined in accordance with procedures of Military Specifications MIL-C-8820, shall not exceed 10 percent of total pad thickness at 1000 psi (6.9 MPa) and 45 percent of total pad thickness at 2000 psi (14 MPa). When loaded to 1500 psi (10 MPa), permanent set as load shall be removed in accordance with procedures of MIL-C-8820 and shall be no more than 2.5 percent of the original "zero point" thickness. Type A Durometer hardness shall be 87 to 95. The ratio of lateral expansion to vertical

deflection shall not exceed 0.25 when loaded to 1500 psi (10 MPa). The material shall not lose effectiveness throughout a temperature range of -65 F to 150 F (-54 to 66 C). The thickness shall vary no more than five percent from that shown on the plans. There shall be no visible evidence of damage or deterioration resulting from environmental effects of sunshine, humidity, salt spray, fungus or dust in accordance with MIL-E-5271.

1038.6 Rubber and Fiber Pads.

1038.6.1 Rubber and fiber bearing pads shall consist of a rubber body and fabric fibers for insulation under aluminum rail posts. The bearing pads shall be made from new unvulcanized rubber and unused fabric fibers. Fibers and rubber shall be in proper proportion to maintain specified strength and stability.

1038.6.2 Type A durometer surface hardness of the pads shall be 70 to 90. Pads of the specified thickness shall be capable of withstanding compressive loads of no less than 7000 psi (48 MPa) without excessive extrusion or detrimental reduction in thickness.

1038.7 Tolerances. For both plain and laminated bearings, the permissible variation from the dimensions and configuration shown on the plans shall be as follows:

	Inch (mm)
Overall Vertical Dimensions	
Average total thickness 1 1/4 inches (32 mm) or less	-0, +1/8 (-0, +3)
Average total thickness over 1 1/4 inches (32 mm)	-0, +1/4 (-0, +6)
Overall Horizontal Dimensions	
3/6 inches (914 mm) and less	-0, +1/4 (-0, +6)
Over 3/6 inches (914 mm)	-0, +1/2 (-0, +13)
Thickness of Individual Layers of Elastomer (Laminated bearings only)	± 1/8 (± 3)
Variation from a Plane Parallel to the Theoretical Surface (as determined by measurements at the edges of bearings)	
Top	1/8 (3)
Sides	1/4 (6)
Individual non-elastic laminates	1/8 (3)
Position of Exposed Connection Members	1/8 (3)
Edge Cover of Embedded Laminates or Connection Members	-0, +1/8 (-0, +3)
Size of Holes, Slots or Inserts	-0, +1/8 (-0, +3)
Position of Holes, Slots or Inserts	± 1/8 (± 3)

1038.8 Certification. The manufacturer shall furnish certification of all material. The certification shall indicate that the components are in accordance with this specification and shall include typical test results representative of the material, except for bearings meeting 1038.3 and 1038.4 which will require test results for the material actually used in the bearing. The certification shall indicate the results of the proof loading, when required.

SPECIAL TERMS AND CONDITIONS

F.O.B.

All materials quoted are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

RsMO 34.040.6 Compliance

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

Required Specifications

All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification **# 1038** and any other provisions outlined in the solicitation documents.

The material to be supplied under the contract will comply with the quality and gradation requirements of the **2004 Edition of the Missouri Standard Specifications for Highway Construction** and any revisions thereto, unless modified by these specifications.

Award

Award of this quote will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Delivery – Additional Requirements

The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 24 hours before starting delivery.

- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
- 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.

No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the engineer.

The following days shall be construed as official holidays under the terms of the contract:

First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

VENDOR NOTES

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Cellular #:
Email Address:	Fax #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ? YES NO	
WOMEN BUSINESS ENTERPRISE (WBE) ? YES NO	
Would your company like information on becoming a registered/certified MBE/WBE vendor? YES NO	

All responses to this Request For Quotation should be submitted on this form and ALL pages should be returned to the Buyer listed above at the District mailing address or fax number shown.

Note: If any of the "Standard Solicitation Provisions" and "General Terms and Conditions" on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RsMO. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RsMO. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matter.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligation under this Agreement.

THANK YOU

DATE: _____

FROM: _____ (Company Name)
 _____ (Mailing Address)
 _____ (City, State, Zip Code)
 _____ (Phone #)
 _____ (Fax #)

() Product or service is not available or cannot meet the required specifications

() Other obligations – cannot make required deadline

() The delivery point or work location is outside of our territory or coverage/service area

() Other – Please explain below:

Company Contact Person: _____ Email Address: _____

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